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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.— In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

CLINCHFIELD COAL CO. v. POWERS.

Nov. 21, 1907.

[59 S. E. 370.]

Specific Performance—Contract—Subject—Certainty—Meeting of Minds.—The agent of defendant's assignor procured an option to purchase from complainant a tract containing 500 acres, more or less, the acreage to be determined by survey. The option was accepted by defendant in accordance with its terms, after which complainant and his wife tendered a deed in execution of their contract as they understood it, describing only the western portion of the tract containing 411 acres, reserving more than 200 acres, which included the improvements and most valuable portions of the tract. There was some evidence that the agent, who was not a general agent, knew that complainant did not intend to sell the entire tract, but that information was not communicated either to defendant or its assignor. Held, that complainant was not entitled to enforce specific performance under the rule that such relief is granted only when the contract is certain; it not being established with certainty that there had been a meeting of minds as to the subject of the contract.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 44, Specific Performance, §§ 61, 62.]

CRAMER et al. v. SENGEL & TUMER.

Nov. 21, 1907.

[59 S. E. 376.]

1. Fraudulent Conveyances—Husband and Wife—Gift to Wife.—H., who was indebted to C., agreed in writing to give to C.'s wife a specified tract of land. He died in 1896 without having carried out such agreement, whereupon his heirs executed another agreement with C. that he should take possession of the land on condition that he was to have the refusal of the premises at \$20 an acre, and, if he declined to buy at that price, whenever the property was offered for sale, he should pay out of the proceeds any debts which he might hold against H.'s estate and any other just claims that he had paid for the estate, with the cost of improvements, etc., such claims to be liens on the property until